

CONDITIONS for the Sale of a FREEHOLD ESTATE
and TITHES, at North-Nibley, in the Hundred of Berkeley,
in the County of Gloucester, advertised to be Sold by Auction,
in Lots, on Monday and Tuesday the 24th and 25th Days
of September 1798.

That there be at least two bidders for each Lot, and that the highest bidder shall be the Purchaser, in the sum bidden shall amount to or exceed a certain sum specified in a paper placed under a plate on the table upon the table previous to each lot being put up, and if any dispute shall arise between more bidders the lot in dispute if the vendor or his attorney or agent thinks proper shall be put up again, that the vendor shall be at liberty to accept the last bidding for each lot, notwithstanding the last bidding shall not amount to the sum written on the paper placed under the plate on the table, but if the vendor shall not accept, such last bidding for either lot, then either bidder for either lot shall have the first refusal of such lot by private sale on any day he shall give his answer to the sum asked within thirty minutes and so to every other bidder who shall bid the next highest sum.

II.—That when a cessation from bidding shall happen for the space of five minutes, according to a watch to be placed by the Auctioneer on a table for that purpose, the Auctioneer shall openly ask if any person will bid more, and if no person bid again, the Auctioneer shall then, and not before, declare the last and best Bidder ~~(except it be a bidding by or for the Proprietor)~~ to be the Purchaser of the Lot up for sale.

of the sum bidden shall be to a exceed the sum specified in the paper under the plate, such a plate placed upon the table which the bidder only shall have the liberty of inspecting if he shall think fit.

III.—That each Lot shall be set up at such sum as the Auctioneer or the Company shall think fit, and no person shall advance less than 2l. at each bidding when the sum bidden shall be under 100l. nor less than 5l. when above that sum and under 500l. and above 500l. not less than 10l. at each bidding.

IV.—That the Purchaser of each Lot shall, as soon as the sale shall be closed, pay to the Auctioneer a deposit of 10l. per cent. upon his or her purchase money, and in part thereof ~~(except the Purchaser of Lot II. who shall only be bound to pay 5l. per cent.)~~ and shall sign the biddings with an acknowledgement of being the Purchaser on the terms of the conditions, and shall execute a contract, as soon as the same can be prepared, for the payment of the remainder of the purchase-money on or before the 5th day of April next (one half of the expence of which contract shall be paid by the Purchaser) and in case the Purchaser of either Lot shall fail to comply with these conditions the ten per cent. deposit shall be forfeited to the Proprietor, (provided the Proprietor on his part do comply with these conditions) and the Proprietor shall be at liberty to re-sell the Premises comprised in such Lot to any other person or persons, and in case of any deficiency in disposing thereof again, the Purchaser shall make good such deficiency.

V.—That the Timber and Coppice on the several Lots mentioned but not marked and numbered, will be sold with such Lots, but all that, on the respective Lots mentioned to be marked and valued, is not to be sold with the Lots, but may be taken to by the Purchaser of the respective Lots at the valuation specified at the end of such Lots, to be paid exclusive or in addition to his or her purchase-money, and in case the Purchaser of any Lot shall refuse or decline taking such Timber at the valuation so marked and numbered, the same shall be reserved for the use of the Vender, with liberty to enter on the lands, and fall, convert, and carry away the same, within a reasonable time to be fixed at the sale, and paying all damages done to the Premises by such cutting down, converting, and carrying away.

VI.—That the respective Purchasers shall be entitled to the rents and profits of their respective purchases from the said 5th day of April next, to which time all taxes and other charges in respect of such premises shall be cleared by the Vender.

VII.—That the Vender shall, at his own expence, make out a good title to the different Lots, and at the request of the Purchasers deliver to them or to their respective Attornies or Agents Abstracts of the Title on or before the 1st day of January next; ~~but in making out the Title to Lot II. the Vender's Title to the Charity Estate shall be taken as stated in this Particular, which statement the Vender undertakes to maintain.~~ *And at the expence of the respective purchasers make conveyances of the several Premises free from incumbrances except as stated in the particulars of the Estate, at their expence putting the several parcels in a situation to convey.*

VIII.—~~That the Purchasers of the different Lots shall accept the indemnity proposed to be made to them upon Lot II. in the N. B. at the end of that Lot, in respect of any claim on account of the Charity Lands, notwithstanding it may happen to appear that some part of their Lots are part of the Charity Estate. Not shall~~ the discovery in any Lot of any of the Glebe Lands mentioned in Lot XVII. ^{shall not} vacate or make void the sale of such Lot, but a fair and reasonable abatement shall be made to the Purchaser in respect of such part of his purchase as shall be discovered to be glebe, and the Purchaser of Lot XVII. shall take to that part of the glebe at such price as shall be fixed or set upon the same by two indifferent persons, the one to be chosen by the Vender and the other by the Purchaser of Lot XVII. and in case the two cannot agree, then by a third person to be chosen by them; such price to be paid over and above the sum for which Lot XVII. shall sell.

IX.—That if a good Title cannot be made out (such as shall be approved by Counsel) to either Lot, the deposit-money and duty paid to the King under these conditions shall be returned to the Purchaser with interest after the rate of five per cent.

X.—That all Title Deeds relating jointly to the Premises comprised in two or more Lots shall be delivered into the hands of the Purchaser of Lot *second*, who shall enter into proper Covenants at the expence of the Vender, for the production thereof to the Purchaser or Purchasers of the other Lot or Lots; and that the Vender shall, at his expence, make out attested Copies of all such Deeds for such Purchaser or Purchasers as Counsel shall advise to be necessary, (except the Stamps required to be used for such Copies, which shall be paid for by the Purchasers.)

XI.—That the duty paid to the King in respect of this Sale shall be paid by the respective Purchasers into the hands of the Auctioneer immediately after the Sale.

LOT

I

of

do hereby acknowledge that
I am the best Bidder for, and Purchaser of the Premises comprized in the above
Lot, agreeably to the annexed Conditions at the price or sum of

And I having paid to

in the County of

to and for the use of the Vender of

the said Premises, the sum of

Deposit money, in part of the said Purchase money, do hereby promise and
agree to pay the remainder of the said Purchase money, and to compleat my said
Purchase; on or before the

Day of

next, or sooner,

according to the Terms of the annexed Conditions, on having a good Title
made to me, as mentioned in the said Conditions. AND I the said

for and on behalf of the Vender, do pro-

mise and agree with the said

that the Vender shall make out a good Title to and convey the said Premises so
agreed to be purchased agreeably to the said Conditions, and that the Vender
shall perform the said Conditions in all other respects on his part.

WITNESS our Hands the

Day of

1798.

Witness hereto,

Notes Conditions
of Sale